



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	11-01-11	AGENDA REQUEST NO:	III-B
INITIATED BY:	ROSS WOODFIN <i>RW</i> SR. PROJECT MANAGER	RESPONSIBLE DEPARTMENT:	ENGINEERING
PRESENTED BY:	ROBERT VALENZUELA ASST. CITY ENGINEER	DEPARTMENT HEAD:	CHRISTOPHER STEUBING, P.E., CFM, CITY ENGINEER <i>CL S</i>
		ADDITIONAL DEPARTMENT HEAD (S):	SUELLEN STAGGS DIRECTOR OF UTILITIES <i>8ms</i>
SUBJECT / PROCEEDING:	FIRST COLONY & AUSTIN PKWY. WATER PLANTS M.C.C. PROJECT, CIP NO.WA1005 AWARD OF CONSTRUCTION CONTRACT TO W.W. PAYTON CORPORATION		
EXHIBITS:	BID TABULATION LOCATION MAP CONTRACT		
CLEARANCES		APPROVAL	
LEGAL:	N/A	ASST. CITY MANAGER:	KAREN DALY <i>Kd</i>
PURCHASING:	TODD REED, CPPB, PURCHASING MANAGER <i>(P)</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Kg</i> /FOR AB
BUDGET AND FUNDING SOURCE			
EXPENDITURE REQUIRED: \$		572,000.00	
CURRENT BUDGET: \$		1,128,879.00	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Authorize the execution of a contract with W.W. Payton Corporation for the construction of the First Colony & Austin Parkway Water Plants Motor Control Cabinet Project, CIP WA1005, in an amount not to exceed \$572,000.00.			

EXECUTIVE SUMMARY

As the City's infrastructure continues to age, improvements to the current water distribution system are imperative in order to stay operational and up to date. The motor control centers at the City's water plants contain electrical equipment required for the water plant's booster pumps and wells to operate in an automated mode to maintain adequate water system pressure and volume. The existing motor controls at the First Colony and Austin Parkway water plants are recommended for replacement due to age (thirty years avg.), maintenance issues, and compatibility with modern components.

This project impacts a number of the electrical components at each of the plant sites. The work sequence will be scheduled in a manner to provide minimal down time of the facilities during new equipment installation. Some of the components to be replaced are:

- Motor control cabinets (MCC)
- Transformers
- Soft starters
- Time delay relays
- Conductors and electric service
- Automatic transfer switches and hand/off/auto contactors
- Reconnection of the supervisory control data acquisition (SCADA) monitoring system

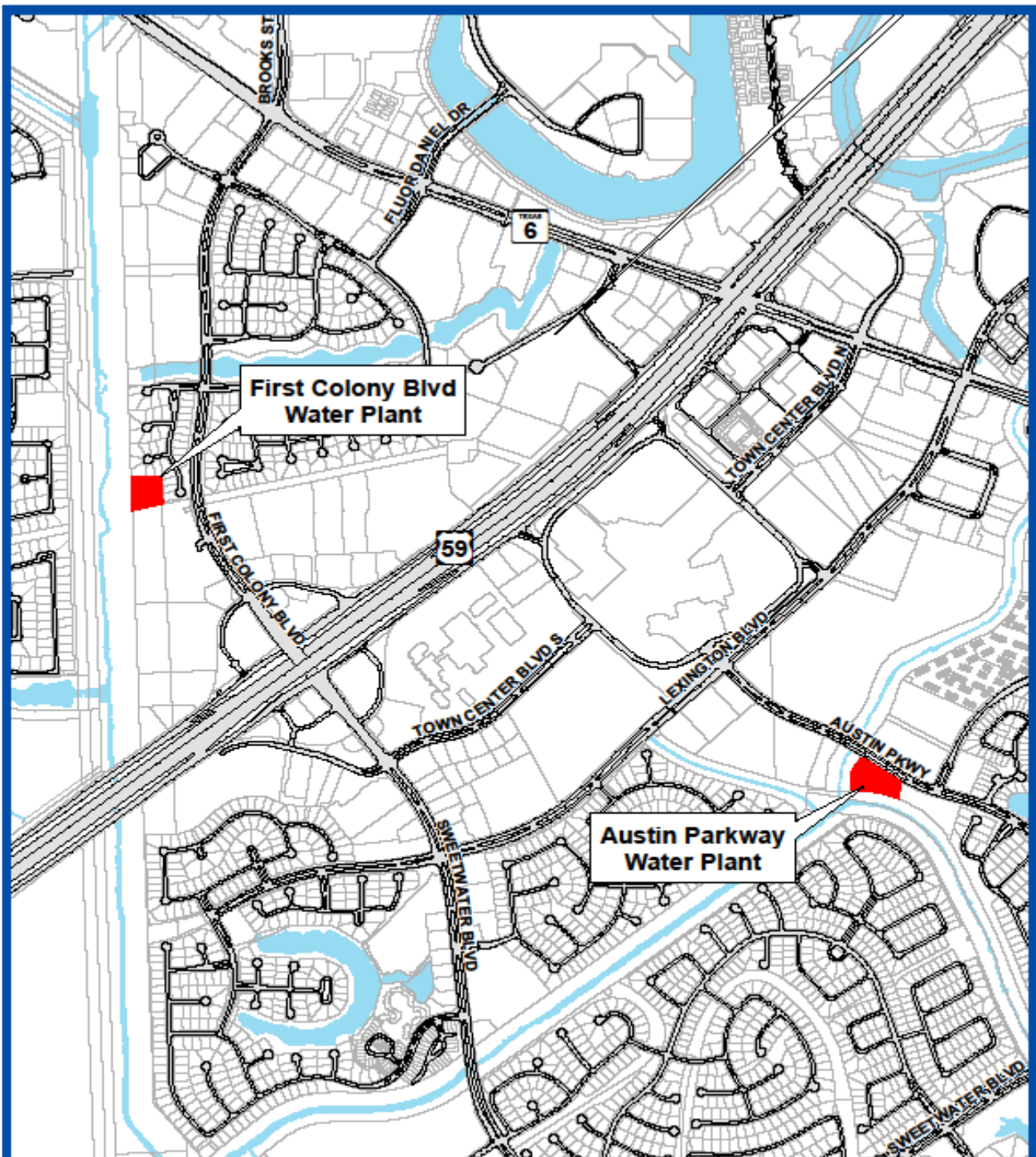
Bids were accepted and opened on October 13, 2011 with W.W. Payton submitting the lowest qualified bid out of the two bids received. W.W. Payton has worked for the City in the past on several projects and they are currently under contract on the North Wastewater Treatment Plant Rehab project and the South Wastewater Treatment Plant Aeration project. The bids were reviewed and follow up verification of the bid amount was done to clarify and ensure the low bid that was submitted. The construction time schedule allotment is 180 calendar days establishing completion by the early Summer of 2012 before peak water usage cycles begin.

Funding is available in the First Colony & Austin Parkway Water Plants MCC Project (CIP WA1005) with an unencumbered amount of \$1,128,879.00. The City's consultant, Shrader Engineering, has recommended this contractor for approval. Additional funds were requested in FY12 due to an estimated cost higher than what was previously budgeted; however, the low bid amount is well within the available project funding and includes all base work and alternatives to complete the necessary improvements at both sites. Staff will be reducing the amount of debt funds needed for this project and will reduce the project budget accordingly.

The Engineering and Utilities departments recommend that the City Council authorize the execution of a construction contract with W.W. Payton Corporation for an amount not to exceed \$572,000.00 for the CIP WA1005, First Colony and Austin Parkway MCC project. This project was budgeted from Utility Revenue Bonds and will be included in the upcoming issuance of these bonds.

EXHIBITS

Contractor	Total Bid
W.W. Payton	\$572,000.00
Electrical Automation Controls	\$798,708.00



CITY OF SUGAR LAND

FIRST COLONY & AUSTIN PKWY. WATER PLANTS M.C.C.
CIP NO. WA1005



**CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS**

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: First Colony and Austin Parkway Water Plants Motor Control Center Upgrades

Contractor: W.W. Payton

Name of Engineering Firm, if any: Shrader Engineering

Name of Owner's Project Manager: Ross Woodfin

Base Bid: \$ 330,000.00

Alternate Bid Item Nos.: 1, 2 and 3

Total Alternate Bid Items Amount: \$ 242,000.00

Contract Price (Base Bid + Alternates): \$ 572,000.00, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 180 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Working Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$250.00 per Working Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$50 per Working Day

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and

3. forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

III. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Technical Specifications, including any special shoring requirements
4. Engineer's Plans and Drawings
5. Geotechnical Report, if any
6. Contractor's Bid for the Project
7. Performance Bond
8. Payment Bond
9. Labor Classification and Minimum Wage Rates
10. State of Texas Workers' Compensation Insurance Coverage Addendum
11. Minimum Insurance Policy Limits for Large Construction Projects
12. Contractor's Insurance
13. Notice to Proceed
14. Contractor's Affidavit of Bills Paid
15. Notice to Bidders
16. Instructions to Bidders
17. Change Orders
18. Addenda
19. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract, the City will determine which provision applies.

(Signature Page Follows)

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: Wesley W. Rayton

Name: Wesley W. Rayton

Title: President

Date: 10-14-11